

The Administrator  
Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208

Conkelley Substation Site, Parcel 3

Dear Sir:

Anaconda Aluminum Company, a Montana corporation, successors and assigns, \_\_\_\_\_, the owner(s) of the following-described land, for itself, its heirs, executors and administrators hereby offer to convey to the United States of America the unencumbered fee title to the following-described tract of land consisting of approximately 1.04 acres, for the sum of One Thousand Two Hundred Fifty dollars (\$ 1,250.00 ).

A parcel of land in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 2, Township 30 North, Range 20 West, Montana Principal Meridian, Flathead County, Montana, described as follows:

Beginning at the most easterly corner of the U. S. Bonneville Power Administration's Conkelley Substation Site, Parcel 1, said corner beging S86°18'10"E, 664.1 feet from a point which is N3°41'50"E, 102.0 feet from a monument which is N58°57'20"E, 1262.2 feet from the southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, said Township and Range; thence S86°18'10"E, 95.9 feet; thence S3°41'50"W, 239.4 feet; thence along a 490.0-foot radius curve to the right a distance of 322.9 feet (the chord of which bears S74°49'10"W, 317.1 feet); thence N86°18'10"W, 111.5 feet to a point in the boundary of said Parcel 1; thence along said boundary along a 308.3-foot radius curve to the left a distance of 447.9 feet (the chord of which bears N52°04'50"E, 411.3 feet); thence N10°27'50"E, along said boundary 69.2 feet to the point of beginning.

It is hereby agreed that the United States of America will be granted the right of immediate possession and occupancy of the above-described tract of land for the purpose of clearing the timber and brush and for construction purposes upon written notification by the Administrator to it at the above address of his approval of the consideration set forth above. It is understood that care will be exercised by the Government, or its agents, in entering upon the tract of land with regard to the protection of the adjoining land, fences for stock, crops and all structures.

See Schedule "A" attached for additional provisions.

The abstract or certificate of title required in this transaction will be furnished by the Government at its expense. The owner(s) agree(s) to satisfy all taxes or encumbrances which are liens against the land being conveyed and agree(s) that if it should fail to do so the United States may satisfy the liens and deduct the amount from the consideration stated above. The owner(s) agree(s) to obtain and record such other evidences of title as may be required by the United States, and to pay the stamp tax incidental to the conveyance of title.

If, notwithstanding the prior acceptance of this offer, it is determined to be to the best interests of the United States to acquire immediate title and possession of this property through condemnation proceedings, the owner(s) agree(s) to cooperate with the United States in the prosecution of such proceedings, and the consideration hereinabove set forth shall be the basis of a settlement of said proceedings as the same apply to said land, and the owner(s) thereby agree(s) that this offer may be filed in such judicial proceedings as final and binding evidence of the true value of said land in such proceedings.

No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

Accepted:

\_\_\_\_\_, 19\_\_\_\_

For the Administrator,  
Bonneville Power Administration.

ANACONDA ALUMINUM COMPANY

BY: James F. Smith  
Vice President

APPROVED AS TO FORM  
APPROVED AS TO CONTENTS  
APPROVED AS TO TERMS AND CONDITIONS  
See Tax-Holder 8-16-67  
BY James F. Smith 8-16-67